

1 Jason Crews
1515 N Gilbert Rd Ste 107-204
2 Gilbert, AZ 85234
602-295-1875
3 Jason.crews@gmail.com

4 In propria persona

6 UNITED STATES DISTRICT COURT
7 FOR THE DISTRICT ARIZONA
8 PHOENIX DIVISION
9

10 Jason Crews,

11
12 Plaintiff,

13 vs.

14 ~~Persons associated with (602)898-8725,~~
15 Direct Health Solutions Insurance Agency,
16 LLC,
17 and
18 Adroit Health Group LLC,

19 Defendants.
20
21
22
23

Case No.: 2:24-cv-01342-KML

Complaint for Violations of:

1. NEGLIGENT VIOLATIONS
OF THE TELEPHONE CONSUMER
PROTECTION ACT [47 U.S.C. §227 ET
SEQ.]
2. WILLFUL VIOLATIONS OF
THE TELEPHONE CONSUMER
PROTECTION ACT [47 U.S.C. §227 ET
SEQ.]

DEMAND FOR JURY TRIAL

24
25
26
27
28 ///

COMPLAINT

Preliminary Statement

1. “When it comes to robocalls, you can only call those who, like Blondie, have said, “Call me. Call me on the line.” If you call people who haven’t opted in , then you face liability under the Telephone Communications Protection Act.” *Perrong v. Bradford*, 2024 WL 2133801, at *1 (E.D. Pa. May 13, 2024).

2. Plaintiff Jason Crews (“Plaintiff”) brings this action under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C § 227, a federal statute enacted in response to widespread public outrage about the proliferation of intrusive, nuisance calling practices. See *Mims v. Arrow Fin. Servs., LLC*, 132 S. Ct. 740, 745 (2012).

3. The Defendants in this action Persons associated with (602)898-8725 and orchestrated placing at least seven illegal telemarketing calls using an Automated Telephone Dialing System (“ATDS”) to a number assigned to a cellular service which was included on the national Do-Not-Call List.

4. Plaintiff never consented to receive such messages.

Parties

5. Plaintiff Jason Crews (“Crews”) is and was a resident of Maricopa County, Arizona at all relevant times, and a resident of this District.

6. Defendant Direct Health Solutions Insurance Agency, LLC (“Health Solutions”) ~~Persons~~ is an entity registered in the State of Florida, and is in the business of selling health insurance products throughout the United States over the telephone. ~~associated with (602)898-8725’s (“8725”) current identity is unknown, and will be amended once identified.~~

7. Defendant Adroit Health Group LLC (“Adroit”) is an entity registered in the State of Texas, and is in the business of selling health insurance products throughout the United States utilizing agents such as Health Solutions.

Jurisdiction & Venue

7.8. The Court has federal question subject matter jurisdiction over these TCPA claims: *Mims v. Arrow Fin. Services, LLC*, 132 S. Ct. 740 (2012).

8.9. The Court has specific personal jurisdiction over the Defendants because the defendants caused the events complained herein to occur in Arizona out of which the TCPA claims arose, and the defendants had minimum contacts with Arizona to justify assertion by an Arizona court of personal jurisdiction, *Meyers v. Hamilton Corp.*, 693 P.2d 904 (Ariz. 1985). Defendants intentionally called or caused Plaintiff's number to be called by dialing an Arizona area code at least seven times within a twelve-month period to advertise their services despite Plaintiff's number being listed on the national do not call registry in violation of the TCPA. Additionally 8725 and their representatives are licensed to sell insurance by the State of Arizona.

Venue

9.10. The venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this District, as the calls to Plaintiff were placed into this District.

The Telephone Consumer Protection Act

8. In 1991, Congress enacted the TCPA to regulate the explosive growth of the automated calling industry. In so doing, Congress recognized that “[u]nrestricted telemarketing . . . can be an intrusive invasion of privacy[.]”: Telephone Consumer Protection Act of 1991, Pub. L. No. 102-243, § 2(5) (1991) (codified at 47 U.S.C. § 227).

9. Under the TCPA, an individuals may be personally liable for the acts alleged in this Complaint pursuant to 47 U.S.C. § 217 of the TCPA, which reads, inter alia:

[T]he act, omission, or failure of any officer, agent, or other person acting for or employed by any common carrier or user, acting within the scope of his employment, shall in every case be also deemed to be the act, omission, or failure of such carrier or user as well as of that person. 47 U.S.C. § 217 (emphasis added).

1 18. Plaintiff registered the Cell Number himself on the National Do-Not-Call
2 registry.

3 18.19. Despite this registration, 8725 admitted to placing at least seven calls to
4 Plaintiff.

5 19.20. The Cell Number is assigned to a cellular phone used exclusively for personal
6 residential purposes.

7 20.21. Plaintiff did not consent to receive telephone calls via ATDS.

8 21.22. The Cell Number is not associated with a business.

9
10 Calls to Plaintiff

11 22.23. On or about May 17, 2024, at 8:58 am, Plaintiff received a call presenting
12 caller ID (602) 898-8725.

13 23.24. Plaintiff was greeted by an individual who asked for Plaintiff and said they
14 were calling on behalf of "Health Enrollment Center".

15 24.25. Because Plaintiff believed he had received several other similar phone calls in
16 the past he pressed the caller for more specific identifying information.

17 26. Defendant's representatives refused to identify themselves or company, and
18 hung up on Plaintiff.

19 25.27. Plaintiff attempted call back, but found his number had been blocked by
20 Defendants.

21 26.28. On or about May 17, 2024, at 9:01 am, called back (602) 898-8725 from a
22 different telephone number.

23 27.29. Plaintiff was greeted by a caller named Abby.

24 28.30. Abby declined to identify herself or company, and transferred Plaintiff's call
25 to an individual who identified themselves as Ryan.

26 29.31. Ryan claimed that they called because Plaintiff had filled out a form online
27 requesting more information.

1 ~~30-32.~~ Ryan confirmed Plaintiff's name and provided an incorrect address as proof
2 of Plaintiff's consent.

3 ~~34-33.~~ Plaintiff maintained that he did not provide any such consent.

4 ~~32-34.~~ Plaintiff requested that Ryan send him evidence of that consent.

5 ~~33-35.~~ Plaintiff never received any such proof.

6 ~~34-36.~~ Ryan would only say that his company was "Health Enrolment Center".

7 ~~35-37.~~ When plaintiff attempted to confirm that on various secretary of state
8 searches, he was unable to do so.

9 ~~36-38.~~ Ryan refused to provide the identity of his lead provider.

10 ~~37-39.~~ Ryan admitted it could have been a fraudulent opt in saying "They're not
11 calling you and you're being rude. To them, you're being rude and then they just decided to
12 put it on there because there's some people that are bad in this world."

13 ~~38-40.~~ Ryan admitted to calling Plaintiff seven time saying "So between both of us,
14 nine total. Seven from my company, two from you".

15 ~~39-41.~~ Ryan said he would put Plaintiff's number on their internal do-not-call list,
16 and that he would block Plaintiffs number so that he would be unable to call back in the
17 future.

18 42. Ryan blocked Plaintiff's second number so that it would impossible for him to
19 identify his identity and the identity of his company.

20 43. On or about October 2, 2024 Plaintiff circumvented the blocks on his numbers,
21 called (602)898-8725, and spoke with Lizbeth Benitez ("Benitez").

22 44. Benitez claimed to be licensed in Arizona.

23 45. Benitez sent Plaintiff a text message which read
24 <https://www.a1healthcare.com/sig/?a=27F3DE3D-E2C0-4629-A1D2-57833DD029EC>
25 (Sent from Direct Health Solutions Insurance Agency LLC - Benitez, Lizbeth)

26 46. Plaintiff asked who Direct Health Solutions Insurance Agency LLC was, and
27 Benitez confirmed that was her "brokerage".

1 47. Benitez attempted to bill Plaintiff's Visa Card, which resulted in an
2 authorization labeled "HEALTH8002693563".

3 48. Searching for HEALTH8002693563 on Goolge reveals the telephone number
4 (800)269-3563 is associated with Adroit Health Group LLC.

5 49. After the authorization failed, Plaintiff received an email from
6 pay.1274.115677987@enrollment123.com ("Payment Email").

7 50. The Payment Email carbon copied csr@directhealthsolution.com.

8 51. Based on the name Plaintiff believes and therefor avers the domain name
9 "directhealthsolution.com" is associated with Defendant Health Solutions.

10 52. The Payment Email contained a link to
11 https://www.a1healthcare.com/members.

12 40-53. Visiting https://www.a1healthcare.com/members, prominently identifies
13 Adroit Health Care.

14 **Defendants' Use of an ATDS**

15 ~~44-54.~~ 8725's called frequently and from various different numbers.

16 ~~42-55.~~ 8725's representatives purposefully attempted to conceal the identity of their
17 company.

18 ~~43. When calling back the numbers presented by the caller ID's Plaintiff received~~
19 ~~the same identical prerecorded message stating "[message]"~~

20 ~~44. 8725's representatives solicited services did not target Plaintiff individually but~~
21 ~~rather targeted "the homeowner".~~

22 ~~45-56.~~ For these reasons, Plaintiff believes the telemarketers used an ATDS to
23 generate leads for Defendant's debt relief services.

24 ~~46-57.~~ The calls were conducted using an Automatic Telephone Dialing System
25 (ATDS). As the Supreme Court recently clarified, the key feature of an ATDS is the
26 capacity to store numbers to be called using a random or sequential number generator or to
27 produce numbers to be called using a random or sequential number generator: *Facebook, Inc.*
28 *v. Duguid*, 141 S. Ct. 1163, 1167 (2021).

1 ~~47.~~58. The Third Circuit recently clarified that “Congress envisioned a broad
2 understanding of ‘equipment’” that constitutes an ATDS. It also clarified that the analysis
3 of whether an ATDS was used in violation of the TCPA centers around “whether the
4 Defendants employ[s] [ATDS] capacities to make automated calls”: *Panzarella v. Navient*
5 *Sols., Inc.*, 37 F.4th 867, 873, 878 (3d Cir. 2022). In so doing, it held that Congress intended
6 to “ban all autodialed calls” because Congress “found autodialer technology to be uniquely
7 harmful”: *Id.* at 879 (cleaned up).

8 ~~48.~~59. In enacting the ATDS prohibition, the Third Circuit cited favorably to
9 Congressional understanding “that telemarketers could transform ordinary computers into
10 autodialers through minor and inexpensive modifications,” including by “relying on
11 computerized databases containing telephone numbers during their dialing campaigns”: *Id.*
12 at 880 (cleaned up). The Third Circuit held that, in passing the TCPA’s ATDS prohibition,
13 Congress intended to remedy the problems caused by callers using computer software to
14 dial numbers randomly or sequentially from a list or database: *Id.*

15 ~~49.~~60. The system(s) that Defendants used to place the calls to Plaintiff is/are an
16 ATDS because it would be illogical to dial a number manually, have Plaintiff answer the
17 phone, and only then connect Plaintiff to a human being.

18 ~~50.~~61. Audible pauses, clicks, and beeps are hallmark indicia of ATDS systems. This
19 supports the inference that Defendants used an ATDS, such as one that “use[s] a random
20 [or sequential] number generator to determine the order in which to pick phone numbers
21 from a pre-produced list”: *Facebook*, 141 S. Ct. at 1171 n.7.

22 ~~51.~~62. Other courts have held, post-Facebook, that allegations similar to those
23 herein of the absence of a relationship between the parties, and the random nature of the
24 automation device (such as the ability to randomly generate caller ID numbers), are all
25 indicia of use of a random or sequential dialing device. This gives rise to the inference at the
26 pleadings stage that an ATDS was used to make the calls: *Camunas v. Nat’l Republican*
27 *Senatorial Comm.*, No. 21-1005, 2021 U.S. Dist. LEXIS 100125 at *11 (E.D. Pa. May 26,
28 2021).

1 ~~52.63.~~ No facts exist here to support the conclusion that Defendants was calling
 2 from a curated list of his past customers. In contrast to a company that dials calls en masse
 3 to multiple individuals from a list of telephone numbers (as here), a company that calls its
 4 existing customers utilizing an imported customer list does not place calls using an ATDS.
 5 Such calling uses a database targeting existing customers' information rather than computer-
 6 generated tables or lists of individuals to be called: *Panzarella*, 37 F.4th at 881–882.

7 ~~53.64.~~ Plaintiff is ignorant of the exact process by which the system(s) used by
 8 Defendants operates other than by drawing the reasonable inference and alleging that the
 9 system(s) stores or produces telephone numbers randomly or possibly sequentially based on
 10 the facts ascertainable from the calls Plaintiff received, as outlined above. Indeed, as at least
 11 one district court explained, “The newly clarified definition of an ATDS is more relevant to
 12 a summary judgment motion than at the pleading stage”: *Gross v. GG Homes, Inc.*, No. 3:21-
 13 cv-00271-DMS-BGS, 2021 WL 2863623, at *7 (S.D. Cal. July 8, 2021); accord *Miles v.*
 14 *Medicredit, Inc.*, No. 4:20-cv- 01186-JAR, 2021 WL 2949565 (E.D. Mo. July 14, 2021).

15 **Defendants’ Conduct Was Knowing and Willing**

16 ~~54.65.~~ Defendants intentionally called Plaintiff multiple times in order to advertise
 17 their services to Plaintiff.

18 ~~55.66.~~ Defendants knew their actions were in violation of the TCPA and willfully
 19 continued their conduct calling Plaintiff multiple times despite the registration of his
 20 number on the National Do-Not-Call List.

21 **Vicarious Liability**

22 ~~56.67.~~ Defendant ~~8725-Adroit~~ through their authorized representatives made
 23 multiple auto-dialed robocalls to Plaintiff.

24 ~~57.68.~~ Representatives of ~~8725-Health Solutions~~ used utilized software provided by
 25 ~~Adroit~~~~8725~~.

26 ~~58.69.~~ Representatives of ~~Health Solutions~~ ~~8725~~ used proprietary information and
 27 systems provided by Defendant ~~Adroit~~~~8725~~.

~~64-72. Adroit~~ 8725 gave access to their proprietary systems and software to Defendants representatives.

~~63. The offshore telemarketer made the phone calls at the direction and control of~~
~~8725.~~

~~65-74. Adroit 8725~~ has been aware of the TCPA-violating phone calls made by salespersons for years and has ratified the behavior by maintaining the salespeople responsible for the violations and continuing to accept referrals despite the knowledge of the violations.

~~67.76.~~ A defendant may be held vicariously liable for Telephone Consumer Protection Act (TCPA) violations where the plaintiff establishes an agency relationship, as defined by federal common law, between the defendant and a third-party caller. Telephone Consumer Protection Act of 1991, § 3(a), 47 U.S.C.A. § 227(b)(2). *Gomez v. Campbell-Ewald Co.*, 768 F.3d 872, 11 (9th Cir. 2014).

~~68:77.~~ Health Solutions 8725 was fully aware of Plaintiff's desire to not be called and solicited for their services.

69-78. Defendant Health Solutions 8725 was consciously calling Plaintiff's with full awareness the phone calls were violating the TCPA and that Plaintiff had delivered multiple DNC requests to Defendant Freedom.

70-79. Defendant Health Solutions 8725 was consciously calling Plaintiff's with full awareness the they did not maintain an internal do not call policy as required by the TCPA and that Plaintiff had requested it.

71-80. Defendant Health Solutions 8725 was consciously calling Plaintiff's with full awareness the they did not place Plaintiff on their internal do not call list as required by the TCPA and that Plaintiff had requested it because they did not maintain one.

72-81. Even when a party is not directly liable, it may nevertheless be vicariously liable "under federal common law principles of agency for TCPA violations committed by third-party telemarketers." *DISH Network*, 28 FCC Rcd. at 6584. These agency principles include "not only formal agency [or actual authority], but also . . . apparent authority and ratification." *Id.* ; see also *FDS Rest., Inc. v. All Plumbing, Inc.*, 241 A. 3d 222, 238n. 24 (D. C. 2020) (noting that a different provision of the TCPA, 47 U.S.C. § 217, creates vicarious liability for the acts of an agent). The plaintiff must establish the agency relationship between the defendant and the third-party caller to establish vicarious liability. See *Henderson v. United Student Aid Funds, Inc.*, 918 F.3d 1068, 1072-73 (9th Cir. 2019), as amended on denial of reh'g and reh'g en banc (May 6, 2019) (citing *Gomez v. Campbell-Ewald Co.*, 768 F.3d 871, 878 (9th Cir. 2014), *aff'd*, 577 U.S. 153 (2016), as revised (Feb. 9, 2016)).

The TCPA Prohibits All Automated Calls to Protected Numbers

73-82. The TCPA makes it unlawful "to make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using an automated telephone dialing system or an artificial or prerecorded voice . . . to any telephone number assigned to a . . . paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the party is charged for the call": 47 U.S.C. § 227 (b)(1)(A)(iii).

1 ~~74.~~83. Congress singled out these services for special protection because Congress
2 realized their special importance in terms of consumer privacy (as is the case with cellular
3 phones): *Barr v. Am. Ass'n of Pol. Consultants Inc.*, 140 S. Ct. 2335, 2356, (2020) (Gorsuch, J.
4 & Thomas, concurring in part and dissenting in part).

5 ~~75.~~84. According to findings by the Federal Communications Commission
6 ("FCC"), which is the agency Congress vested with the authority to issue regulations
7 implementing the TCPA, such messages are prohibited because, as Congress found,
8 automated or prerecorded messages are a greater nuisance and invasion of privacy than live
9 ones, are costly, and are inconvenient.

10 ~~76.~~85. The TCPA provides a private cause of action to persons who receive calls in
11 violation of 47 U.S.C. § 227(b)(1)(A). 47 U.S.C. § 227(b)(1)(3).

12 ~~77.~~86. These causes of action apply to users of any of four protected services (pager,
13 cellular, specialized mobile radio [i.e., radio telephony locator beacon or dispatch system], or
14 another radio common carrier service [i.e., ship-to-shore or air-to-ground]), or any service,
15 including residential, VoIP, and landline services, for which the called party is charged:
16 *Lynn, Monarch Recovery Mgmt. Inc.*, 953 F. Supp. 2d 612, 623, (D. Md. 2013).

17 ~~78.~~87. "Non-Emergency pre-recorded voice or autodialed calls to the destinations
18 enumerated in 47 U.S.C. § 227(b)(1)(A) are permissible only with the prior express consent
19 of the called party."

20 ~~79.~~88. U.S.C. § 227(c)(2) states, "No person or entity shall initiate any telephone
21 solicitation to ... [a] residential telephone subscriber who has registered his or her
22 telephone number on the National Do-Not-Call Registry of persons who do not wish to
23 receive telephone solicitations that is maintained by the Federal Government" and defines
24 "telephone solicitation" as "the initiation of a telephone call or message for the purpose of
25 encouraging the purchase or rental of, or investment in, property, goods, or services, which
26 is transmitted to any person...": U.S.C. § 227(f)(15).

27 ~~80.~~89. The FCC also recognized that "wireless customers are charged for incoming
28 calls whether they pay in advance or after the minutes are used": In re Rules and

1 Regulations Implementing the Tel. Consumer Prot. Act of 1991, CG Docket No. 02-278,
2 Report and Order, 18 FCC Rcd. 14014, 14115, ¶ 165 (2003).

3 ~~84.90.~~ In 2013, the FCC required prior express written consent for all autodialed or
4 prerecorded telemarketing calls (“robocalls”) to wireless numbers and residential lines.

5 Specifically, it ordered:

6 [A] Consumer’s written consent to receive telemarketing robocalls must be signed
7 and be sufficient to show that the consumer: (1) received “clear and conspicuous
8 disclosure” of the consequences of providing the requested consent, i.e., that the
9 consumer will receive future calls that deliver prerecorded messages by or on behalf
10 of a specific seller; and (2) having received this information, agrees unambiguously to
11 receive such calls at a telephone number the consumer designates. In addition, the
12 written agreement must be obtained “without requiring, directly or indirectly, that
13 the agreement be executed as a condition of purchasing any good or service.”

14 ~~82.91.~~ *In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of*
15 *1991*, 27 FCC Rcd. 1830, 1844 (2012) (footnotes omitted).

16 ~~83.92.~~ 47 C.F.R. § 64.1200 extends 47 U.S.C. § 227 and establishes several delivery
17 restrictions. It states, "No person or entity may ... [e]xcept as provided ... initiate any
18 telephone call ... using an automatic telephone dialing system or an artificial or prerecorded
19 voice."

20 ~~84.93.~~ 47 C.F.R. § 64.1200(a)(1) specifically protects the following: "emergency
21 telephone line," "guest room or patient room of a hospital, health care facility, elderly
22 home, or similar establishment," and/or "cellular telephone service." 47 C.F.R. §
23 64.1200(a)(2) further prohibits entities from "initiat[ing], or caus[ing]to be initiated, any
24 telephone call that includes or introduces an advertisement or constitutes telemarketing,
25 using an automatic telephone dialing system or an artificial or prerecorded voice, to any of
26 the lines or telephone numbers described... "

27 ~~85.94.~~ The National Do-Not-Call Registry allows consumers to register their
28 telephone numbers and thereby indicate their desire to not receive telephone solicitations at
those numbers: 47 C.F.R. § 64.1200(c)(2).

1 ~~86.95.~~ A listing on the Registry "must be honored indefinitely, or until the
2 registration is cancelled by the consumer or the telephone number is removed by the
3 database administrator": *Id.*

4 ~~87.96.~~ The TCPA and implementing regulations prohibit the initiation of telephone
5 solicitations to residential telephone subscribers whose numbers are on the Registry and
6 provide a private right of action against any entity making those calls or "on whose behalf"
7 such calls are promoted: 47 U.S.C. § 227(c)(5); 47 C.F.R. § 64.1200(c)(2).

8 ~~88.97.~~ 47 C.F.R. § 64.1200(d) states, "No person or entity shall initiate any call for
9 telemarketing purposes to a residential telephone subscriber unless such person or entity
10 has instituted procedures for maintaining a list of persons who request not to receive
11 telemarketing calls made by or on behalf of that person or entity." It goes on to establish
12 specific "minimum standards":

13 (1) "Persons or entities making calls for telemarketing purposes must have a
14 written policy, available upon demand..."

15 (2) "[P]ersonnel engaged in any aspect of telemarketing must be informed and
16 trained in the existence and use of the do-not-call list."

17 (3) "If a person or entity making a call for telemarketing purposes ... receives a
18 request ... not to receive calls from that person or entity, the person or entity
19 must record the request and place the subscriber's name ... and telephone
20 number on the do-not-call list at the time the request is made ... must honor a
21 residential subscriber's do-not-call request within a reasonable time from the
22 date such request is made."

23 (4) "A person or entity making a call for telemarketing purposes must provide
24 the called party with the name of the individual caller, the name of the person or
25 entity on whose behalf the call is being made, and a telephone number or
26 address at which the person or entity may be contacted."

27 (5) "A person or entity making calls for telemarketing purposes must maintain a
28 record of a consumer's request not to receive further telemarketing calls."

Claims

Count One

26 ~~89.98.~~ Plaintiff incorporates the foregoing allegations as fully set forth herein.

27 ~~90.99.~~ The foregoing acts and omissions of Defendants and/or their affiliates,
28 agents, and/or other persons or entities acting on Defendants' behalf constitute violations

of the TCPA, 47 U.S.C. § 227, by sending calls, except for emergency purposes, to Plaintiff's telephone which is assigned to a cellular telephone service using an ATDS.

~~94.100.~~ As a result of their unlawful conduct, Defendants invaded Plaintiff's personal privacy, causing Plaintiff to suffer damages and, under 47 U.S.C. § 227(b)(3)(B), entitling him to recover \$500 in civil fines for each violation and an injunction requiring Defendants to stop his illegal calling campaign.

~~92.101.~~ Plaintiff is also entitled to and does seek injunctive relief prohibiting Defendants and/or his affiliates, agents, and/or other persons or entities acting on Defendants' behalf from violating the TCPA, 47 U.S.C. § 227, by making calls or sending messages, except for emergency purposes, to any number using an artificial or prerecorded voice in the future.

~~93.102.~~ Plaintiff is entitled to an award up to \$1500 in damages for each knowing and willful violations of 47 U.S.C. § 227(b)(3)(B)

~~94.103.~~ Defendants' violations were willful and/or knowing.

Count Two

~~95.104.~~ Plaintiff incorporates the foregoing allegations as fully set forth herein.

~~96.105.~~ Defendants called Plaintiff's private residential telephone number which was registered on the National Do-Not-Call Registry more than thirty-one (31) days prior to the calls, in violation of 47 U.S.C. § 227(c)(3)(F) and 47 C.F.R. § 64.1200(c)(2).

~~97.106.~~ As a result of their unlawful conduct, Defendants invaded Plaintiff's personal privacy, causing Plaintiff to suffer damages and, under 47 U.S.C. § 227(c)(3)(F) entitling him to recover \$500 in civil fines for each violation and an injunction requiring Defendants to stop his illegal calling campaign.

~~98.~~ Plaintiff is entitled to an award up to \$1500 in damages for each knowing and willful violations of 47 U.S.C. § 227(c)(3)(F).

~~107.~~ Defendants' violations were willful and/or knowing.

Count Three

Violation of the Florida Telephone Solicitation Act,

Fla. Stat. § 501.059

108. Plaintiff incorporates the foregoing allegations as fully set forth herein.

109. It is a violation of the FTSA to “make or knowingly allow a telephonic sales call to be made if such call involves an automated system for the selection or dialing of telephone numbers or the playing of a recorded message when a connection is completed to a number called without the prior express written consent of the called party.” Fla. Stat. § 501.059(8)(a).

110. A “telephonic sales call” is defined as a “telephone call, text message, or voicemail transmission to a consumer for the purpose of soliciting a sale of any consumer goods or services, soliciting an extension of credit for consumer goods or services, or obtaining information that will or may be used for the direct solicitation of a sale of consumer goods or services or an extension of credit for such purposes.” Fla. Stat. § 501.059(1)(i).

111. Defendant Health Solutions failed to secure prior express written consent from Plaintiff.

112. In violation of the FTSA, Defendant made and/or knowingly allowed telephonic sales calls to be made to Plaintiff without Plaintiff’s prior express written consent.

113. Defendant Health Solutions made and/or knowingly allowed the telephonic sales calls to Plaintiff to be made utilizing an automated system for the selection or dialing of telephone numbers.

114. As a result of Defendant Health Solutions’ conduct, and pursuant to § 501.059(10)(a) of the FTSA, Plaintiff was harmed and are each entitled to a minimum of \$500.00 in damages for each violation. *Id.*

~~99.~~

Relief Sought

WHEREFORE, Plaintiff requests the following relief:

1 A. Injunctive relief prohibiting Defendants from calling telephone numbers using an
2 artificial or prerecorded voice and/or ATDS.

3 B. Because of Defendants' violations of the TCPA, Plaintiff seeks for himself \$500
4 in damages for each violation or—where such regulations were willfully or knowingly
5 violated—up to \$1,500 per violation, pursuant to 47 U.S.C. § 227(b)(3).

6 C. Because of Defendants' violations of the TCPA, Plaintiff seeks for himself \$500
7 in damages for each violation or—where such regulations were willfully or knowingly
8 violated—up to \$1,500 per violation, pursuant to 47 U.S.C. § 227(c)(3).

9 D. Such other relief as the Court deems just and proper.

10
11
12 RESPECTFULLY SUBMITTED on this October 7, 2024~~October 6, 2024~~.

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Jason Crews